

EXHIBIT 3

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:
THE GATEWAY DEVELOPMENT GROUP, INC.
Debtor.

Chapter 7
Case No. 21-22304(SHL)

-----X
JAMES CARNICELLI, Jr., et. al.

Plaintiffs,

Adversary Proceeding
No. 21-7093

v.

CHRISTOPHER SHESKIER, et al.

Defendants
-----X

PLAINTIFF JAMES CARNICELLI'S INITIAL RULE 26(a) DISCLOSURE STATEMENT

Plaintiff James Carnicelli, Jr. ("Mr. Carnicelli") hereby submits the following initial disclosures pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure as applied through Rule 7026 of the Federal Rules of Bankruptcy Procedure. Plaintiff reserves the right to revise, correct, add to, clarify, or supplement his Rule 26(a)(1)(A) disclosures.

A. Rule 26(a)(1)(A)(i) Disclosures: Identities of Individuals Likely to Have Knowledge of Discoverable information

Plaintiff is presently aware of the following individuals likely to have discoverable information that he may use to support his claims. Plaintiff also reserves the right to call as a witness any individual identified by any other party or in documents produced in discovery, to call witnesses to impeach other parties and their witnesses, and upon further investigation, to identify additional individuals.

Plaintiff hereby provides the name and, if known, address and telephone number of each individual likely to have discoverable information that Plaintiff may use to support his claims or defenses, as well as a description of the subject of this information.

1. James Carnicelli, Jr.
c/o counsel

Subjects may include the The Gateway Development Group, Inc. (“Development”) Shareholders’ Agreement; Mr. Carnicelli’s service as President of Development and his wrongful removal as President; the relationship between Mr. Carnicelli and John Fareri (“Mr. Fareri”), including Mr. Fareri’s representations regarding Mr. Carnicelli’s role at Development, his compensation, and his rights and privileges as a shareholder; Mr. Fareri’s breach of his fiduciary duty to Development and related fraud; Development’s operations, including various Projects (as defined and described in the Second Amended Complaint) and the transfer thereof; and Development’s compensation and fees.

2. John Fareri
c/o counsel

Subjects may include the The Gateway Development Group, Inc. (“Development”) Shareholders’ Agreement; Mr. Carnicelli’s service as President of Development and his wrongful removal as President; the relationship between Mr. Carnicelli and John Fareri (“Mr. Fareri”), including Mr. Fareri’s representations regarding Mr. Carnicelli’s role at Development, his compensation, and his rights and privileges as a shareholder; Mr. Fareri’s breach of his fiduciary duty to Development and related fraud; Development’s operations, including various Projects (as defined and described in the Second Amended Complaint) and the transfer thereof; Development’s compensation and fees; and the suspension of Development’s operations and transfer of its staff and equipment; and the fraudulent bookkeeping employed by the defendants.

3. Anthony Martinez
c/o counsel

Subjects may include the The Gateway Development Group, Inc. (“Development”) Shareholders’ Agreement; Mr. Carnicelli’s service as President of Development and his wrongful removal as President; the relationship between Mr. Carnicelli and John Fareri (“Mr. Fareri”), including Mr. Fareri’s representations regarding Mr. Carnicelli’s role at Development, his compensation, and his rights and privileges as a shareholder; Mr. Fareri’s breach of his fiduciary duty to Development and related fraud; Development’s operations, including various Projects (as defined and described in the Second Amended Complaint) and the transfer thereof; Development’s compensation and fees; and the suspension of Development’s operations and transfer of its staff and equipment.

4. Kevin Molnar
c/o counsel

Subjects may include the The Gateway Development Group, Inc. (“Development”) Shareholders’ Agreement; Mr. Carnicelli’s service as President of Development and his wrongful removal as President; the relationship between Mr. Carnicelli and John Fareri (“Mr. Fareri”), including Mr. Fareri’s representations regarding Mr. Carnicelli’s role at Development, his compensation, and his rights and privileges as a shareholder; Mr. Fareri’s breach of his fiduciary duty to Development and related fraud; Development’s operations, including various Projects (as defined and described in the Second Amended Complaint) and the transfer thereof; Development’s compensation and fees; and the suspension of Development’s operations and transfer of its staff and equipment.

5. Christopher Sheskier
c/o counsel

Subjects may include the The Gateway Development Group, Inc. (“Development”) Shareholders’ Agreement; Mr. Carnicelli’s service as President of Development and his wrongful removal as President; the relationship between Mr. Carnicelli and John Fareri (“Mr. Fareri”), including Mr. Fareri’s representations regarding Mr. Carnicelli’s role at Development, his compensation and his rights and privileges as a shareholder; Mr. Fareri’s breach of his fiduciary duty to Development and related fraud; Development’s operations, including various Projects (as defined and described in the Second Amended Complaint) and the transfer thereof; Development’s compensation and fees; and the suspension of Development’s operations and transfer of its staff and equipment; and the fraudulent bookkeeping employed by defendants.

6. Julienne Fareri Zielinski
c/o counsel

Subjects may include the The Gateway Development Group, Inc. (“Development”) Shareholders’ Agreement; Mr. Carnicelli’s service as President of Development and his wrongful removal as President; the relationship between Mr. Carnicelli and John Fareri (“Mr. Fareri”), including Mr. Fareri’s representations regarding Mr. Carnicelli’s role at Development, his compensation and his rights and privileges as a shareholder; Mr. Fareri’s breach of his fiduciary duty to Development and related fraud; Development’s operations, including various Projects (as defined and described in the Second Amended Complaint) and the transfer thereof; Development’s compensation and fees; and the suspension of Development’s operations and transfer of its staff and equipment; and the fraudulent bookkeeping employed by defendants.

7. Any witnesses identified by Defendants

B. Rule 26(a)(1)(A)(ii) Disclosures: Documents and Things in Plaintiff's Control

Plaintiff maintains the following categories of documents that he may use to support his claims:

1. Emails and other correspondence;
2. Contracts and change orders relating to the Projects;
3. Correspondence with Defendants;
4. Financial spreadsheets and analyses.

C. Rule 26(a)(1)(A)(iii) Disclosures: Computation of Damages

Plaintiff is in need of discovery to complete his computation of damages. In addition, Plaintiff's damages may be the subject of expert testimony and analysis.

Subject to the foregoing, Plaintiff states that his damages may include unpaid salary in the amount of \$395,833.33, representing an annual base salary of \$250,000, for the period from November 1, 2019 until May 25, 2021, the date that the bankruptcy petition was filed (571 days). Plaintiff may seek damages for twice the amount of unpaid salary pursuant to Connecticut General Statute § 31-72.

Plaintiff's damages also may include amounts reflecting his share of profits Development was not paid for completed works on numerous Projects and profits for Projects transferred away from Development, and for destruction of Plaintiff's interest in the value of Development. Plaintiff's damages may also include costs and attorneys' fees pursuant to statute.

Plaintiff refers to his Proof of Claim (Claim 4) filed in the underlying bankruptcy proceeding, which measures the amount due to him from Development at \$299,014,189.55, and Plaintiff suggests all or some of these amounts may be due to him from Mr. Fareri as a result of Mr. Fareri's fraud and other tortious and unlawful conduct.

Rule 26(a)(1)(A)(iv) Disclosures: Insurance Agreement in Force

Not applicable.

Dated: July 11, 2022
Stamford, Connecticut

**PLAINTIFF,
James Carnicelli, Jr.**

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served by electronic mail this 11th day of July, 2022 to:

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